

Mercer Quarterly Court.

3...Defendants further answering and by way of counter-claim against the Plaintiff, say that he is hopelessly insolvent; that during the years 1914, 1915, 1916, 1917, and 1918 the deceased A. A. Woods furnished to the plaintiff

C. L. Sims

Plaintiff

a team of horses and wagon and horse or horses at other times, once or twice per week during said time the more exact date thereof defendants are unable to give all of which was furnished at the special instance and request of the plaintiff, and which was and is reasonably worth the sum of \$100.00, no part of which has ever been paid by the plaintiff.

-v- Answer, Counter-claim and set-off
1... Defendants for answer herein deny that on the 24th day of July 1915 or ever or at all, the decedent A. A. Woods executed or delivered his promissory note to the plaintiff, or that he promised or agreed 12 months thereafter or ever or at all, to pay plaintiff \$69.00 or any sum or at all; deny that no part thereof has ever been paid; deny that A. A. Woods signed the note sued on and attached to the petition; deny that any one signed it for him or at his request or direction.

Defendants deny that the plaintiff during the years 1914 or 1915 did work or labor for the decedent A. A. Woods to the amount of \$34.75 or to any amount; deny that he lent said Woods \$4.00 in money or any sum; deny that said Woods agreed or promised to pay for said work or labor or the prices charged; deny that said work or labor was done at his special instance or request; deny that he borrowed said money from plaintiff or agreed or promised to pay the same; deny that no part of said account for work and labor and borrowed money has ever been paid.

2..As to the items "one stove flew \$5.00, and "made shutter for well .50" and "Building wire fence 20 rd \$5.00" and "bail and wire fence 40 rd panels \$4.00", and as to each of them the Plaintiff says that plaintiff's cause of action, if any he has for same and each of them accrued and existed more than five years prior to the filing of this suit and they plead the Statutes of limitation in such cases made and provided in bar of his right to recover therefor.